



Request for Proposal - Auctioneer Services K -22

**County of San Bernardino
Purchasing Department
777 East Rialto Avenue
San Bernardino, CA 92415-0760
October 2008**

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I. INTRODUCTION

A. Purpose

The purpose of this Request for Proposal (RFP) is to solicit bids from qualified firms (CONTRACTOR) to provide Auctioneer services to dispose of surplus vehicles, construction equipment, and other miscellaneous equipment for the County of San Bernardino (the County). The successful bidder agrees to conduct either public auctions or Internet auctions of the County's property. Said auctions will be conducted at CONTRACTOR's facility or through the CONTRACTOR's online auction system. In addition, CONTRACTOR must have the capacity to conduct mobile auctions anywhere in the state as necessary to auction off County property. None of the property assigned to the CONTRACTOR may be sold before the auction without prior written agreement of the County. Should both parties agree to a sale prior to auction, the proceeds of said sale should be treated as part of the gross proceeds of the auction.

B. Period of Contract

The term of this contract will be for a period not to exceed three (3) years, tentatively scheduled to begin February 1, 2009 ending January 31, 2012.

C. Minimum CONTRACTOR Requirements

All CONTRACTORs must:

1. Have a minimum of three (3) years continuous experience providing auctioneer services and conducting public auctions.
2. Ensure all employees providing these services are state licensed auctioneers and associated with CSAA (California State Auctioneers Association) or SCAA (Southern California Auctioneers Association) or NAA (National Auctioneers Association). (Submit copies of licenses and resumes with RFP).
3. Be currently registered with the County of San Bernardino (application is available on County website at:
<http://www.co.san-bernardino.ca.us/purchasing/CONTRACTORApplication/CONTRACTORApplication.asp>).
4. Provide a minimum of three (3) references of agencies you have contracted with, providing the same/or similar services as requested in this RFP.
5. Meet other presentation and participation requirements listed in this RFP.
6. Have no outstanding or pending complaints as determined through the Better Business Bureau and State of California Department of Consumer Affairs.
7. Have the administrative and fiscal capability to provide and manage the proposed services.
8. Provide auction results from 2007 using the sample format shown on **ATTACHMENT E**.

D. Questions

Questions regarding the contents of this RFP must be submitted in writing on or **before 12 Noon (local Time) on November 12, 2008** and directed to the individual listed on the following page. All questions will be answered and copies of both the question and answer will be disseminated to all proposal conference attendees.

E. Correspondence

All correspondence, including proposals, is to be submitted to:

County of San Bernardino – Purchasing Department
ATTN: Allen Sanchez– Buyer III
777 East Rialto Avenue
San Bernardino, CA 92415-0760
Fax Number: (909) 387-2245
Email: asanchez@pur.sbcounty.gov

Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by e-mail or facsimile.**

F. Admonition to CONTRACTORS

As of the issuance of this RFP, CONTRACTORS are specifically directed not to contact COUNTY personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the CONTRACTOR. All questions regarding this RFP can be presented in writing as indicated in Paragraph E above.

G. Proposal Submission Deadline

All proposals must be received at the address listed on the previous page, no later than 4 PM on November 21, 2008. Facsimile or electronically transmitted proposals will not be accepted in lieu of actual receipt. Proposals received after the deadline will be marked “LATE” and will receive no further consideration.

II. PROPOSAL TIMELINE

Release of RFP	October 21, 2008
Deadline for Submission of Questions	12 Noon (local time) on November 12, 2008
Deadline for Proposals	4 PM (local time) on November 21, 2008
Tentative Date for Awarding Contract	January 2008

III. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County of San Bernardino to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so.

B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the agreement period.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County.

C. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

D. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the CONTRACTOR's responsibility to ensure that its proposal arrives on or before the specified time.

E. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and CONTRACTORS agree that all costs incurred in developing this proposal are the CONTRACTOR's responsibility.

F. Negotiations

The County may require the potential CONTRACTOR(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their proposals as may result from negotiations.

G. Final Authority

The final authority to award contracts as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

H. Award

Award of contract may or may not be an all or nothing basis or by groups of items. The County reserves the option to make award(s) as it deems to be in the best interest of the County.

Please do not include any additional information that is not required by this RFP.

IV. GENERAL REQUIREMENTS

RESPONSIBILITIES AND DUTIES OF THE COUNTY:

- A.** County shall provide in a timely manner the free and clear title or certificate of Ownership and all other documents necessary to affect Transfer of Title for motor vehicles, trailers, and vehicle equipment and other property. At the option of the CONTRACTOR, vehicles may not be offered at auction unless the Certificate of Ownership and all other documents necessary to affect a Transfer of Title for motor vehicles, trailers, and vehicle equipment are submitted at least five (5) days prior to the sale.
- B.** Submit to CONTRACTOR a list of Property released for sale. It is understood that minor changes in said list may be submitted to CONTRACTOR at any time prior to two (2) weeks in advance of the auction. Notwithstanding the foregoing, the County may withdraw property from said list upon notice to CONTRACTOR five (5) days prior to auction.
- C.** Maintain any records considered necessary by the County other than those provided by the CONTRACTOR. County will also provide CONTRACTOR such additional documents as CONTRACTOR may reasonably request in order to assist CONTRACTOR in performing its duties under the agreement. CONTRACTOR will provide County such documents as County may request to protect County's rights under the consignment provisions of the Uniform Commercial Code and such other sales-related documentation not included in the reports otherwise provided County.
- D.** County warrants title to all property to be unencumbered at the time of sale. All property shall be sold "as is, where is" without any warranty by County or CONTRACTOR as to condition or usability. This disclaimer shall be obtained in all auction brochures and incorporated into the "Terms and Conditions of Sale" as well as on the sale invoice.

AUCTION REQUIREMENTS (to be held at CONTRACTOR's facility):

- A.** All auctions will be open to the general public, and there shall be no fee charged for participation as a potential buyer.
- B.** Sales of such property will be made only to the highest responsible bidder. The proceeds from all sales shall be collected in the form of cash, cashiers check, traveler's check, money order, or a check guaranteed by a bank letter of credit.
- C.** Unless otherwise directed by the County, all unsold property shall be rescheduled to the next available auction at no additional cost to the County.
- D.** Receive and protect all property consigned for disposal.
- E.** Physically arrange property prior to auction date.
- F.** Supply all needed personnel and set up all needed auction equipment and facilities such as offices, customer seating, and auction stands.
- G.** Comply with all pertinent provisions of the Bulk Sales Laws and laws and regulations of the State of California, including, but not necessarily limited to, obtaining all necessary licenses and permits, posting required bonds, payment of all fees and expenses thereof and publicizing the sale.
- H.** Auctioneer shall engage in a comprehensive advertising and marketing campaign in advance of each auction. Said campaigns shall include: advertisements in major newspapers in the surrounding major metropolitan areas, preparing, printing, and distributing fliers and brochures on special interest property, advertisements in trade journals as well as national and international campaigns when appropriate.
- I.** The County encourages distribution by first class mail auction brochures to Auctioneer's current mailing list prior to each auction. Said brochures will contain descriptions and photographs of featured items of the property to be auctioned on the advertised auction date. A reasonable quantity of these brochures can be provided to the County upon request.
- J.** Register all bidders and issue bidder numbers.
- K.** Prepare and present to the new owner the necessary documentation to transfer ownership or title, including DMV forms.
- L.** Provide a detailed summary statement, "Final Auction Results", to the County accompanied by payment of those gross proceeds of sale to County no later than ten (10) working days after auction date. Final accounting will include sale price name and address of purchaser, detailed accounting for other fees, and authorized expenses. Summary statements may be designed to fit consignor requirements.
- M.** CONTRACTOR shall ensure that all property is available for public inspection at least two (2) working days immediately preceding the auction sale date. No other public access will be allowed. CONTRACTOR personnel and security employees will supervise this inspection period. Vehicles are washed prior to inspection days and again immediately before the auction sale. As requested by County, CONTRACTOR shall provide detail service for the property prior to auction.
- N.** As requested by County, CONTRACTOR shall arrange for the transportation of all property from the County's possession to CONTRACTOR's auction facility. Licensed and insured sub-CONTRACTORS shall provide such transportation. The fees for such services shall be deducted

from the auction proceeds.

- O.** As requested by County and in compliance with California State laws, CONTRACTOR shall arrange for smog certificate or statement that vehicle does not meet smog requirements prior to sale. The fees for such services shall be deducted from auction proceeds.
- P.** When requested by County, CONTRACTOR shall arrange for property repair or reconditioning. CONTRACTOR, upon direction of the County, will obtain price quotes, and upon receipt of written instructions from the County, shall have the necessary services performed. The fees for such services shall be deducted from auction proceeds.
- Q.** The County reserves the right to set a minimum selling price on certain items.
- R.** Auctioneer shall videotape auctions and provide the County with a copy of the video upon request.
- S.** County employees are prohibited from bidding or purchasing either directly or through an intermediary at auction or other sales of County property.

AUCTION REQUIREMENTS (Internet):

- A.** All auctions will be open to the general public, and there shall be no fee charged for participation as a potential buyer.
- B.** Sales of such property will be made only to the highest responsible bidder. The proceeds from all sales shall be collected in the form of cash, cashiers check, traveler's check, money order, or a check guaranteed by a bank letter of credit.
- C.** Unless otherwise directed by the County, all unsold property shall be rescheduled to the next available auction at no additional cost to the County.
- D.** Photograph and catalog all property consigned for disposal.
- E.** Supply all necessary personnel and computer hardware/software and facilities such as offices, and office equipment.
- F.** Comply with all pertinent provisions of the Bulk Sales Laws and laws and regulations of the State of California, including, but not necessarily limited to, obtaining all necessary licenses and permits, posting required bonds, payment of all fees and expenses thereof and publicizing the sale.
- G.** Auctioneer shall engage in an Internet advertising and marketing campaign in advance of each auction.
- H.** The Internet advertising campaign will contain descriptions and photographs of featured items of the property to be auctioned by the online auction closing date.
- I.** Prepare and present to the new owner the necessary documentation to transfer ownership or title, including DMV forms.
- J.** Provide a detailed summary statement, "Final Auction Results", to the County accompanied by payment of those gross proceeds of sale to County no later than ten (10) working days after auction date. Final accounting will include sale price name and address of purchaser, detailed accounting for other fees, and authorized expenses. Summary statements may be designed to fit

consignor requirements.

- K.** As requested by County and in compliance with California State laws, CONTRACTOR shall arrange for smog certificate or statement that vehicle does not meet smog requirements prior to sale. The fees for such services shall be deducted from auction proceeds.
- L.** The County reserves the right to set a minimum selling price on certain items.
- M.** County employees are prohibited from bidding or purchasing online either directly or through an intermediary any County property.

V. GENERAL AGREEMENT TERMS

A. General

1. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on CONTRACTOR or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

3. Representation of the County

In the performance of the Contract, CONTRACTOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

4. CONTRACTOR Primary Contact

The CONTRACTOR will designate an individual to serve as the primary point of contact for the Contract. CONTRACTOR or designee must respond to County inquiries within two (2) business days. CONTRACTOR shall not change the primary point of contact without written notification and acceptance of the County. CONTRACTOR will also designate a back-up point of contact in the event the primary contact is not available.

5. Change of Address

CONTRACTOR shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

6. Subcontracting

CONTRACTOR agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same provisions as CONTRACTOR. CONTRACTOR shall be fully responsible for the performance and payments of any subcontracting.

7. Agreement Assignability

Without the prior written consent of the County, the contract is not assignable by CONTRACTOR either in whole or in part.

8. Agreement Amendments

CONTRACTOR agrees any alterations, variations, modifications, waivers, or provisions of the Contract shall be valid only when reduced to writing, duly signed, attached to the original Contract, and approved by the required persons.

9. Termination for Convenience

The County for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice this Contract. If such termination is effected, an equitable adjustment in the price provided for in this Contract shall be made. Such adjustment shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice CONTRACTOR shall promptly discontinue services unless the notice directs otherwise.

10. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section V. B. 1. - Indemnification.

11. Venue

The venue of any action or claim brought by any party to this Contract will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

12. Licenses and Permits

CONTRACTOR shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The CONTRACTOR shall maintain these licenses and permits in effect for the duration of this Contract. CONTRACTOR will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of this Contract.

13. Notification Regarding Performance

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this Contract, the CONTRACTOR shall notify the County within one (1) working day, in writing and by telephone.

14. Conflict of Interest

CONTRACTOR shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or any relationship to the CONTRACTOR, or officer, or employee of the CONTRACTOR.

15. Improper Consideration

CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or

entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract, if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

CONTRACTOR shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

16. Employment of Former County Officials

CONTRACTOR agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent CONTRACTOR. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of CONTRACTOR. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit. Failure to provide this information may result in the response to the REQUEST FOR PROPOSAL being deemed non-responsive.

17. Inaccuracies or Misrepresentations

If in the administration of a Contract, the County determines that CONTRACTOR has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFP process, the Contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

18. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (Procurement of Recycled Products 11-10SP), which requires CONTRACTORS to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires CONTRACTORS to use both sides of paper sheets for reports submitted to the County whenever practicable.

19. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by the CONTRACTOR pursuant to this Contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under this Contract, subject to the requirements of Section V.A.9. - Termination for Convenience. Unless otherwise directed by the County, CONTRACTOR may retain copies of such items.

20. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or CONTRACTOR's relationship with County may be made or used without prior written approval of the County.

21. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the CONTRACTOR selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the CONTRACTOR. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected CONTRACTOR also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected CONTRACTOR may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the CONTRACTOR will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected CONTRACTOR may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the CONTRACTOR will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

22. Local Preference

The County of San Bernardino has adopted a preference for CONTRACTORs whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the CONTRACTOR's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the CONTRACTOR's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFQ/Quote for any contract, agreement, or purchase order to which it responds; and

- Can demonstrate on-going business activity in the field of endeavor on which the CONTRACTOR is proposing; from that office during the preceding six month; and
- Has a minimum of twenty-five percent (25%) of the CONTRACTOR's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two CONTRACTORs are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the CONTRACTORs is a local CONTRACTOR. If one of the CONTRACTORs is a local CONTRACTOR, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other CONTRACTOR's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local CONTRACTOR for the contract award.

B. Indemnification and Insurance Requirements

1. Indemnification

The CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The CONTRACTOR's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights – The CONTRACTOR shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, CONTRACTORs and subCONTRACTORs. All general or auto liability insurance coverage provided shall not prohibit the CONTRACTOR and CONTRACTOR's employees or agents from waiving the right of subrogation prior to a loss or claim. The CONTRACTOR hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests – The CONTRACTOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the CONTRACTOR and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage – The CONTRACTOR shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the CONTRACTOR shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the CONTRACTOR or County payments to the CONTRACTOR will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

2. Insurance Specifications

The CONTRACTOR agrees to provide insurance set forth in accordance with the requirements herein. If the CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the CONTRACTOR shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the CONTRACTOR and all risks to such persons under this contract.

If CONTRACTOR has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to CONTRACTORS that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance – The CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of the CONTRACTOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the CONTRACTOR is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or
Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

C. Right to Monitor and Audit

1. Right to Monitor

The County and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of CONTRACTOR in the delivery of services provided under this Contract. CONTRACTOR shall give full cooperation in any auditing or monitoring conducted. CONTRACTOR shall cooperate with the County in the implementation, monitoring, and evaluation of this contract and comply with any and all reporting requirements established by the County.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State, and Federal audits are completed, whichever is later.

VI. PROPOSAL SUBMISSION

A. GENERAL

1. All interested and qualified CONTRACTORS are invited to submit a proposal for consideration. Submission of a proposal indicates that the CONTRACTOR has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. **Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.**
3. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. All proposals and materials submitted become property of the County. All proposals received are subject to the "California Public Records Act."

B. PROPOSAL PRESENTATION INSTRUCTIONS

1. All proposals must be submitted on 8 ½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.

2. One – (1) original and four (4) copies, total of five (5), of the complete proposal must be received by the deadline for receipt of proposal specified in Section I., Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: CONTRACTOR Name, Address, Telephone Number, RFP number, RFP Title, and Proposal due date.
3. Proposals must be verified before submission as they cannot be withdrawn, or corrected after being opened. The COUNTY will not be responsible for errors, or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals.
4. Hand carried proposals may be delivered to the address above only between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Friday, excluding holidays observed by the County. CONTRACTORS are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

The COUNTY reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

The COUNTY realizes that factors other than price are important. As a result, price may not be the sole factor upon which the COUNTY'S decision to award is based. Award may be based on unit prices or cumulative totals or upon other considerations. The COUNTY will make the award based upon the proposal, which best meets, its need. The COUNTY may reject any or all proposals, any portion of a proposal, and may waive any informality or immaterial irregularities in a proposal.

VII. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

- A. Cover Page – Attachment A** is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the CONTRACTOR.
- B. Table of Contents** – All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
- C. References - Attachment B-** Provide a minimum of three - (3) references from other agencies that you have established a contract with on a project of this nature, of same or similar size as the COUNTY. Provide Contact Name, Address, Phone Number, and dates services were provided. This information must be included on Attachment B.
- D. Statement of Certification Attachment C** – Complete sign and date Statement of Certification.
- E. Proposal Description** – A detailed description of the proposal being made.
 1. The proposal should address, but is not limited to, all terms in Section IV.
 2. The proposal should include the following:

- A brief synopsis of the CONTRACTOR's understanding of the County's needs and how the CONTRACTOR plans to meet these. Please include a description of how the CONTRACTOR will process vehicles for auction, from receipt of County property through the final sale.
- CONTRACTORs proposing an Internet Auction solution should include a description of how the CONTRACTOR will process vehicles and equipment from start through final sale.
- An explanation of any assumptions and/or constraints.

F. Statement of Qualifications/Financial Information – Include the following in this section of the proposal

- Number of years the prospective CONTRACTOR has been in business under the present business name, as well as related prior business names.
- Statement that the CONTRACTOR does not have any commitments or potential commitments which may impact the CONTRACTOR's assets, lines of credit, guarantor letters, or ability to perform this Contract.
- CONTRACTOR must provide the Company's Annual Report for the last two years. CONTRACTOR must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.

G. Statement of Pending Litigation, Suits, and Investigations

Provide information on any action, suit, proceeding or investigation by or before any court, public board or agency arising out of the performance of services by the agency that has been brought within the last three (3) years against the agency, including key personnel.

The information provided should include the name of the matter, the court, board, body or agency before which the matter was brought or is being heard, the nature of the matter and the status of such matter. If the matter has been resolved, information on the outcome including any order, discipline, fines or penalties must be included.

H. Licenses and Credentials

- CONTRACTOR must possess and provide copies of all licenses and credentials as listed in Section I, Paragraph C, Item #2.

I. Cost of Services

Complete proposed pricing on **Attachment D**, Cost Sheet. Only list the rates that are applicable to services performed for the County.

J. Provide auction results from 2007 using the sample format shown on ATTACHMENT E.

K. Employment of Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or

such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

L. Insurance

Submit evidence of ability to insure as stated in Section VIII, 2, Indemnification and Insurance Requirements.

VIII. PROPOSAL EVALUATION AND SELECTION

A. Proposals will be subject to a review process developed by the County, which includes, but is not limited to (not necessarily in order of priority):

1. Analysis of mandatory submittal requirements.
2. Functional and service requirements analysis (technical review).
3. Cost evaluation.
4. Reference checks and review of qualifications.

B. Evaluation Criteria

The successful CONTRACTOR will be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required as follows:

- Responsiveness to RFP.
- Professional reputation of firm.
- Adequacy of firm's support staff or sub-CONTRACTORS.
- Satisfaction of current/past clients.
- Depth and breadth of experience relative to this service.
- Proven experience with government agencies.
- Ability to provide product and services in a timely manner.

All CONTRACTORS will be rated on this basis. If negotiations are not successful, the County will so notify the highest rated CONTRACTOR and commence negotiations with the next rated CONTRACTOR, and so on. County reserves the right to reject all proposals and to waive any irregularity in a proposal.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful CONTRACTOR will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing, within ten- (10) days of notification of non-selection.

Grounds for an appeal are that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. The County will consider only those specific issues addressed in the written appeal. The Director of Purchasing or designee shall consider the request and respond in writing. The decision of the Director of Purchasing shall be final with respect to matters of fact.

All disputes and/or appeals must be submitted to:

Laurie Rozko, Interim Director
County of San Bernardino
Purchasing Department
777 East Rialto Avenue
San Bernardino, CA 92415-0760

E. Final Authority

The final authority to award an Agreement rests solely with the San Bernardino County Board of Supervisors.

ATTACHMENT A – COVER SHEET

PROPOSAL FOR AUCTIONEER SERVICES

CONTRACTOR'S NAME (*name of firm, entity or organization*):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF CONTRACTOR'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTRACTOR'S ORGANIZATIONAL STRUCTURE

____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture

____ Other (explain): _____

If Corporation, Date Incorporate: _____ **State Incorporated:** _____

States Registered in as foreign corporation:

CONTRACTORS SERVICES OR BUSINESS ACTIVITES OTHER THAN WHAT THIS RFP REQUESTS:

CONTRACTOR'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

ATTACHMENT B – REFERENCES

Name of Agency	Contact Name	Phone Number	Dates services provided (from/through)

The references listed above are being submitted in response to Auctioneer Services.

SIGNED BY/TITLE

DATE

ATTACHMENT C – STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our proposal

	Statement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective CONTRACTOR or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.		
5.	The County will be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the equipment and provide the services being proposed.		
6.	If selected, we will comply with all applicable rules, laws, and regulations.		

SIGNED: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT D – COST SHEET

1.	COMMISSION FEES:	Approximate Volume 2009	Approximate Volume 2010	Anticipated Volume 2011	PROPOSED PERCENTAGE/ DOLLAR AMT.
	A. Cars, Vans, and light duty trucks (up to one ton)	270	305	345	%
	B. Heavy equipment, Heavy duty trucks	30	45	30	%
	C. Real property and mobile homes, including appraisal, Advertising, and marketing, sale, and accounting.	1	1	1	
	D. Additional services as needed.				%
2.	TRANSPORTATION STORAGE, AND OTHER SERVICES				
	ONLY LIST COSTS THAT ARE PART OF ROUTINE SERVICE AND ARE NOT CONTAINED IN PROPOSED COST/PERCENTAGE AMOUNT.				
	A. Transportation.				\$
	B. Vehicle Storage.				\$
	C. Personal property storage.				\$
	D. Detail services prior to auction. Includes, buff, wax exterior, Interior shampoo, engine steam clean, and emblem removal.				\$
	E. Smog check				\$
	F. Safety Inspection.				\$
3.	Buyer's Premium				
	A. Indicate (if applicable) buyer's premium.				%

ATTACHMENT E- AUCTION RESULTS

2007 Auction Results
Sample Report

Example 1

Vehicle Year	Make	Sale price	Buyer's Premium	Commission	Net to Customer
1999	Chevy Tahoe	\$8,000	N/A	10%	\$7,200

Example 2

Vehicle Year	Make	Sale price	Buyer's Premium	Commission	Net to Customer
2000	Ford Explorer	\$7,000	10%	N/A	\$7,000

THE AUCTION RESULTS ARE NOT NECESSARILY REQUIRED TO BE IN THIS FORMAT OR ORDER. ALL INFORMATION REQUESTED ON THIS ATTACHMENT MUST BE SUBMITTED WITH YOUR PROPOSAL RESPONSE.